RELEASE AND COVENANT NOT TO SUE

Walt Bogdanich ("Bogdanich") hereby executes the following Release and Covenant Not To Sue.

For value received, including that certain Release and Covenant Not to Sue executed by Philip Morris Companies Inc. and Philip Morris Incorporated (collectively, "Philip Morris") as of August 21, 1995, and intending to be legally bound, Bogdanich hereby forever releases, holds harmless, discharges and covenants not to sue Philip Morris and its employees, agents, attorneys, officers, directors, affiliates, parent companies, subsidiaries and insurers from any and all claims, counterclaims, crossclaims, liabilities, damages, remedies or causes of action whatsoever, by Bogdanich, whether known or unknown, with respect to Philip Morris's investigation, preparation, announcement and prosecution of the action styled *Philip Morris Companies Inc. and Philip Morris Incorporated* v. *American Broadcasting Companies, Inc., John Martin, and Walt Bogdanich*, At Law No. 760CL94X00816-00, in the Circuit Court for the City of Richmond, Virginia (the "Subject Litigation"), and with respect to any statements made in connection with the Subject Litigation. Nothing in this Release and Covenant Not To Sue, however, shall be construed or is intended to preclude any suit for any claims, liabilities,

2041216092

Source: https://www.industrydocuments.ucsf.edu/docs/tqvh0005

damages, remedies or causes of action that may arise from any action or statement by Philip Morris subsequent to the date of this Release and Covenant Not To Sue.

This Release and Covenant Not To Sue may be asserted by Philip Morris and its employees, agents, attorneys, officers, directors, parent companies and subsidiaries as a complete defense to any action brought by Bogdanich in derogation of the terms of this Release and Covenant Not To Sue.

Bogdanich warrants, represents and agrees that in executing this Release and Covenant Not To Sue, he does so with full knowledge of any rights that he may have, and that he has received independent legal advice from his attorneys with respect to the matters set forth herein, and with respect to the rights and asserted rights arising out of this matter.

This Release and Covenant Not To Sue shall not constitute, and may not be construed as constituting, any admission of liability on the part of Philip Morris and its employees, agents, attorneys, officers, directors, parent companies and subsidiaries.

This Release may be signed in counterparts which, taken together, shall be deemed as one document.

2041216093

2041216093

Source: https://www.industrydocuments.ucsf.edu/docs/tqvh0005

IN WITNESS WHEREOF, the undersigned has executed this ____ day of August, 1995.

WALT BOGDANICH

_____

Sworn to before me this
____ day of August, 1995.

_____
Notary Public

2041216094

Source: https://www.industrydocuments.ucsf.edu/docs/tqvh0005